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Attorney for plaintiff
Integon National Insurance Company

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Integon National Insurance
Company,

Plaintiff,

Olga Toscano; Miguel Pantoja; and Shelly Beetler, in her capacity as personal representative of the Estate of Scott Allen Beetler;

Defendants.

Case No. 5:22-cv-1241

COMPLAINT FOR DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

1 Plaintiff Integon National Insurance Company alleges as follows:

2 **JURISDICTION**

3 1. Jurisdiction exists under 28 U.S.C. § 1332 because this is a civil
4 action between citizens of different states and the matter in
5 controversy exceeds \$75,000, exclusive of interest and costs.

6 **VENUE**

7 2. Venue is proper under 28 U.S.C. § 1391 because, for venue
8 purposes, one or more defendants resides in this judicial district.

9 **PARTIES**

10 3. Integon National Insurance Company is a corporation
11 incorporated under the laws of North Carolina. Its principal place of
12 business is in North Carolina.

13 4. Defendant Olga Toscano is a natural person. She is a citizen of
14 California. She resides in California.

15 5. Defendant Miguel Pantoja is a natural person. He is a citizen of
16 California. He resides in California.

17 6. Defendant Shelly Beetler is a natural person. She is a citizen of
18 California. She resides in California. Integon National Insurance
19 Company is informed and believes and thereon alleges that she is the
20 personal representative of the Estate of Scott Allen Beetler, her former
21 husband, now deceased.

22 **GENERAL ALLEGATIONS**

23 7. Integon National Insurance Company is an insurance company.
24 On February 8, 2019, Integon National Insurance Company insured
25 Scott Beetler and Shelley Beetler under homeowners' policy no.
26 2005897292 (the "Integon National Insurance Company policy").

1 8. On February 8, 2019, the Integon National Insurance Company
2 policy, under Section II – Liability Coverages, contained the following
3 insuring clause:

4 **A. Coverage E – Personal Liability**

5 If a claim is made or suit is brought against an “insured”
6 for damages because of “bodily injury” or “property
7 damage” caused by an “occurrence” to which this coverage
applies, we will:

- 8 1. Pay up to our limit of liability for the damages for
9 which an “insured” is legally liable. Damages include
10 prejudgment interest awarded against an “insured”;
11 and
- 12 2. Provide a defense at our expense by counsel of our
13 choice, even if the suit is groundless, false or
14 fraudulent. ...

15 9. On February 8, 2019, the Integon National Insurance Company
16 policy, under Section II – Liability Coverages, contained the following
17 exclusionary language:

18 **SECTION II – EXCLUSIONS**

19 ...

20 **E. Coverage E – Personal Liability and Coverage F –
21 Medical Payments to Others**

22 Coverages E and F do not apply to the following:

23 **1. “Expected or Intended Injury”**

24 “Bodily injury” or “property damage” which is
25 expected or intended by an “insured” or which is
26 the result of intentional acts or omissions, or
27 criminal activity, even if the resulting “bodily
28 injury” or “property damage”:

- 26 a. Is of a different kind, quality or degree than
27 initially expected or attended; or

- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended; or
- c. Is committed by an “insured” who lacks the mental capacity to govern their own conduct.

This exclusion applies regardless of whether an “insured” is charged with or convicted of a crime.

...

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

“Bodily injury” or “property damage” arising out of sexual molestation, corporal punishment or physical or mental abuse

•

10. On February 8, 2019, the Integon National Insurance Company policy contained the following definitions:

2. “Bodily injury” means bodily harm, sickness or disease, including required care, loss of services and death that results.

8. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

- a. "Bodily injury"; or
- b. "Property damage".

11. On July 24, 2019, Olga Toscano and Miguel Pantoja filed a complaint in San Bernardino Superior Court, styled *Toscano v. Estate of Scott Allen Beetler et al.*, case no. CIVDS1921908 (the “state court action”). A true and correct copy of the operative complaint in the state court action is attached as Exhibit A.

1 12. In the state court action, Olga Toscano and Miguel Pantoja
2 allege that they are the surviving parents of Quitlahauc Pantoja.

3 13. In the state court action, Olga Toscano and Miguel Pantoja
4 allege that on February 8, 2019, Scott Allen Beetler drove Quitlahauc
5 Pantoja to the Lytle Creek area of San Bernardino County, murdered
6 Quitlahauc Pantoja by shooting him with a gun, and then shot and
7 killed himself with the same gun (the “incident”).

8 14. In the state court action, Olga Toscano and Miguel Pantoja
9 each seek to recover more than \$75,000 in damages because of the
10 incident.

11 15. Quitlahauc Pantoja’s death from the incident was not caused by
12 an accident.

13 16. Olga Toscano’s damages alleged in the state court action were
14 not caused by an accident.

15 17. Miguel Pantoja’s damages alleged in the state court action were
16 not caused by an accident.

17 18. Scott Allen Beetler expected Quitlahauc Pantoja’s death from
18 the incident,

19 19. Scott Allen Beetler intended Quitlahauc Pantoja’s death from
20 the incident.

21 20. Quitlahauc Pantoja’s death from the incident resulted from
22 intentional acts.

23 21. Quitlahauc Pantoja’s death from the incident resulted from
24 criminal activity.

25 22. Quitlahauc Pantoja’s death from the incident arose out of
26 physical abuse.

27 23. Quitlahauc Pantoja’s death from the incident was caused by
28 Scott Allen Beetler’s inherently harmful acts.

FIRST CAUSE OF ACTION

*(Declaratory Relief on Duty to
Indemnify - Against all Defendants)*

24. Integon National Insurance Company incorporates the allegations in paragraphs 1–23 as though fully set forth within this first cause of action.

25. An actual controversy exists between Integon National Insurance Company and each defendant. On the one hand, Integon National Insurance Company contends it has no obligation under the Integon National Insurance Company policy to indemnify Shelly Beetler, in her capacity as personal representative of the Estate of Scott Allen Beetler, against the claims in the state court action or otherwise arising out of the incident, because:

a. The policy limits coverage to bodily injury caused by an occurrence, and Quitlahauc Pantoja's death was not caused by an occurrence:

b. The policy limits coverage to bodily injury caused by an occurrence, and Olga Toscano's damages alleged in the state court action were not caused by an accident.

c. The policy limits coverage to bodily injury caused by an occurrence, and Miguel Pantoja's damages alleged in the state court action were not caused by an accident.

d. The policy excludes coverage for bodily injury expected by an insured, and Scott Allen Beetler expected Quitlahauc Pantoja's death from the incident

e. The policy excludes coverage for bodily injury intended by an insured, and Scott Allen Beetler intended Quitlahauc Pantoja's death from the incident.

f. The policy excludes coverage for bodily injury which is the result of intentional acts, and Quitlahauc Pantoja's death from the incident resulted from intentional acts.

g. The policy excludes coverage for bodily injury which is the result of criminal activity, and Quitlahauc Pantoja's death from the incident resulted from criminal activity.

h. The policy excludes coverage for bodily injury which arises out of physical abuse, and Quitlahauc Pantoja's death from the incident arose out of physical abuse.

i. CAL. INS. CODE § 533 bars coverage under the policy for bodily injury caused by an insured's inherently harmful acts, and Quitlahauc Pantoja's death from the incident was caused by Scott Allen Beetler's inherently harmful acts.

26. On the other hand, Integon National Insurance Company is informed and believes and thereon alleges that each defendant contends that Integon National Insurance Company does have such an obligation.

27. A judicial determination is necessary and appropriate at this time regarding the respective rights and duties of Integon National Insurance Company and each defendant under the Integon National Insurance Company policy, specifically, for a declaration that Integon National Insurance Company has no obligation under the Integon National Insurance Company policy to indemnify Shelly Beetler, in her capacity as personal representative of the Estate of Scott Allen Beetler, against the claims in the state court action or otherwise arising out of the incident.

SECOND CAUSE OF ACTION

*(Declaratory Relief on Duty to
Defend – Against all Defendants)*

28. Integon National Insurance Company incorporates the allegations in paragraphs 1–23 as though fully set forth within this second cause of action.

29. An actual controversy exists between Integon National Insurance Company and each defendant. On the one hand, Integon National Insurance Company contends it has no obligation under the Integon National Insurance Company policy to defend Shelly Beetler, in her capacity as personal representative of the Estate of Scott Allen Beetler, against the claims in the state court action or otherwise arising out of the incident, because:

a. The policy limits coverage to bodily injury caused by an occurrence, and Quitlahauc Pantoja's death was not caused by an occurrence:

b. The policy limits coverage to bodily injury caused by an occurrence, and Olga Toscano's damages alleged in the state court action were not caused by an accident.

c. The policy limits coverage to bodily injury caused by an occurrence, and Miguel Pantoja's damages alleged in the state court action were not caused by an accident.

d. The policy excludes coverage for bodily injury expected by an insured, and Scott Allen Beetler expected Quitlahauc Pantoja's death from the incident

e. The policy excludes coverage for bodily injury intended by an insured, and Scott Allen Beetler intended Quitlahauc Pantoja's death from the incident.

f. The policy excludes coverage for bodily injury which is the result of intentional acts, and Quitlahauc Pantoja's death from the incident resulted from intentional acts.

g. The policy excludes coverage for bodily injury which is the result of criminal activity, and Quitlahauc Pantoja's death from the incident resulted from criminal activity.

h. The policy excludes coverage for bodily injury which arises out of physical abuse, and Quitlahauc Pantoja's death from the incident arose out of physical abuse.

i. CAL. INS. CODE § 533 bars coverage under the policy for bodily injury caused by an insured's inherently harmful acts, and Quitlahauc Pantoja's death from the incident was caused by Scott Allen Beetler's inherently harmful acts.

30. On the other hand, Integon National Insurance Company is informed and believes and thereon alleges that each defendant contends that Integon National Insurance Company does have such an obligation.

31. A judicial determination is necessary and appropriate at this time regarding the respective rights and duties of Integon National Insurance Company and each defendant under the Integon National Insurance Company policy, specifically, for a declaration that Integon National Insurance Company has no obligation under the Integon National Insurance Company policy to defend Shelly Beetler, in her capacity as personal representative of the Estate of Scott Allen Beetler, against the claims in the state court action or otherwise arising out of the incident.

PRAYER

Wherefore, Integon National Insurance Company prays for judgment as follows:

1. For a judicial declaration that Integon National Insurance Company has no obligation under the Integon National Insurance Company policy to indemnify Shelly Beetler, in her capacity as personal representative of the Estate of Scott Allen Beetler, against the claims in the state court action or otherwise arising out of the incident;
2. For a judicial declaration that Integon National Insurance Company has no obligation under the Integon National Insurance Company policy to defend Shelly Beetler, in her capacity as personal representative of the Estate of Scott Allen Beetler, against the claims in the state court action or otherwise arising out of the incident;
3. For costs of suit incurred herein; and
4. For such further relief the court deems just and proper.

July 18, 2022

PATRICK HOWE LAW, APC

By: /s/ Patrick M. Howe

Patrick M. Howe

Attorney for plaintiff Integon
National Insurance Company
Insurance Company

DEMAND FOR TRIAL BY JURY

Integen National Insurance Company demands a jury trial on all issues in this action.

July 18, 2022

PATRICK HOWE LAW, APC

By: /s/ Patrick M. Howe

Patrick M. Howe

Attorney for plaintiff Integon
National Insurance Company
Insurance Company